
Department of Personnel

**Request for Quotations and
Qualifications**

for

Project Management

Personal Services

RFQ/Q Number HRIS-03-02

Date: May 23, 2003

Table of Contents

<u>1</u>	<u>INTRODUCTION AND BACKGROUND</u>	<u>1</u>
1.1	INTRODUCTION AND PURPOSE	1
1.2	ACQUISITION AUTHORITY FOR PERSONAL SERVICES	1
1.3	BACKGROUND	1
1.3.1	PROJECT TIMELINE	2
1.4	EXPECTED TIME PERIOD FOR CONTRACT	2
<u>2</u>	<u>INSTRUCTIONS TO VENDORS</u>	<u>3</u>
2.1	DOP CONTACT	3
2.2	RFQ/Q QUESTIONS	3
2.3	SCHEDULE OF PROCUREMENT ACTIVITIES	3
2.4	AMENDMENT TO THE RFQ/Q	4
2.5	PUBLICITY	4
2.6	WAIVERS	4
2.7	DEFINITIONS	4
2.8	COST OF RFQ/Q	4
2.9	RESPONSE PROPERTY OF THE DOP	5
2.10	PROPRIETARY INFORMATION	5
2.11	WAIVE MINOR ADMINISTRATIVE IRREGULARITIES	5
2.12	ERRORS IN RESPONSE	5
2.13	RIGHT TO CANCEL	5
2.14	CONTRACT TERMS AND CONDITIONS DEFINED	5
2.15	ADVANCE PAYMENT PROHIBITED	5
2.16	INVOICE AND PAYMENT	5
2.16.1	INVOICE	5
2.16.2	PAYMENT	6
2.17	INCORPORATION OF RFQ/Q INTO CONTRACT	6
2.18	NO BEST AND FINAL OFFER	6
2.19	NO COSTS CHARGEABLE	6
2.20	NO OBLIGATION TO BUY	6
<u>3</u>	<u>PROPOSAL REQUIREMENTS</u>	<u>6</u>
3.1	SUBMITTING PROPOSALS	6
3.2	VENDOR PROPOSAL REQUIREMENTS	7
3.2.1	STAFF RESUMES	7
3.2.2	PRIOR AND EXISTING CONTRACTS	7
3.2.3	CONTRACT PERFORMANCE	7
3.2.4	CLIENT REFERENCE	7
3.3	FUNCTIONAL REQUIREMENTS	8
3.4	COST	8
3.5	SIGNATURES	8
3.6	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES PARTICIPATION	8

4 EVALUATIONS AND AWARD **9**

4.1 PROPOSAL EVALUATION PROCEDURE **9**

THE EVALUATION OF PROPOSALS SHALL BE ACCOMPLISHED BY AN EVALUATION TEAM, TO BE DESIGNATED BY DOP, WHICH WILL DETERMINE THE PROPOSAL MOST RESPONSIVE TO THE REQUIREMENTS STATED IN THIS RFQ/Q.

PROPOSALS WILL BE EVALUATED STRICTLY IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THIS RFQ/Q AND ANY ADDENDA ISSUED. VENDOR RESPONSES MUST INCLUDE BOTH FUNCTIONAL AND COST PROPOSALS. **9**

4.2 PROPOSAL SCORING **9**

4.2.1 FUNCTIONAL REQUIREMENTS SECTION SCORING **9**

4.2.2 COST SECTION SCORING **9**

4.3 ORAL INTERVIEWS MAY BE REQUIRED **9**

4.4 PROPOSAL REJECTIONS **9**

4.5 CONTRACT AWARD **9**

4.6 APPARENTLY SUCCESSFUL VENDOR NOTIFICATION **10**

4.7 DEBRIEFING CONFERENCES **10**

4.8 VENDOR PROTEST PROCESS **10**

4.9 STAY OF CONTRACT EXECUTION DURING PROTESTS **11**

1 Introduction and Background

1.1 Introduction and Purpose

The Washington Department of Personnel (DOP) is seeking a Senior Project Manager to assist internal staff as they select, plan and implement a new Human Resource Management System (HRMS) for the State of Washington. This contract will be used by DOP to augment the lack of DOP staff available to work on the HRMS Implementation Project, and or to meet needs for specific expertise that is unavailable within HRISD. However, DOP is not obligated to award a contract to any of the respondents to this solicitation.

1.2 Acquisition Authority for Personal Services

The legal authority for Personal Services contracts is established in the Revised Code of Washington (RCW) 39.29, which appoints the Office of Financial Management (OFM) as the oversight agency for such contracts. This RFQ/Q complies with the policies and procedures of the Office of Financial Management (OFM). As with all Personal Services Contracts that have a value of \$20,000 or greater, this contract will be filed with OFM as required under provisions of Chapter 39.29 RCW. No contract required to be so filed is effective and no work there under shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract; the contract shall be null and void.

1.3 Background

The Personnel System Reform Act of 2002 (Substitute House Bill 1268) will result in the most sweeping changes to human resource management in Washington State government since the State's Civil Service System was created more than forty years ago.

The Act requires substantive changes to Washington State's collective bargaining, competitive contracting, and civil service rules and processes. The Department of Personnel (DOP), Office of Financial Management (OFM), and Department of General Administration (GA) are responsible for developing the new business rules and procedures to implement the provisions of the Act.

The OFM focus is Collective Bargaining (CB), while the DOP focus is Civil Service Reform (CSR) and the modification, enhancement, or replacement of the existing human resource information systems to support the new rules for CSR/CB. GA is responsible for implementation of the Competitive Contracting provisions of the law that will allow the State to contract out services that have historically been provided by State employees.

The 2002 Personnel System Reform Act includes a January 1, 2005 deadline to begin implementation of a new classification system and a July 1, 2005 deadline for implementation of the first collective bargaining agreements.

However, the State human resource information systems do not allow implementation of the new law. These systems are 27 years old, inflexible, complex, and do not support the modern human resource practices required.

The State conducted an extensive Feasibility Study in 2002. This study evaluated three alternatives to meet the requirements of the law:

1. Modification of existing systems;
2. Replacement of the existing systems with a commercial software package; and
3. A combination of modification and package replacement.

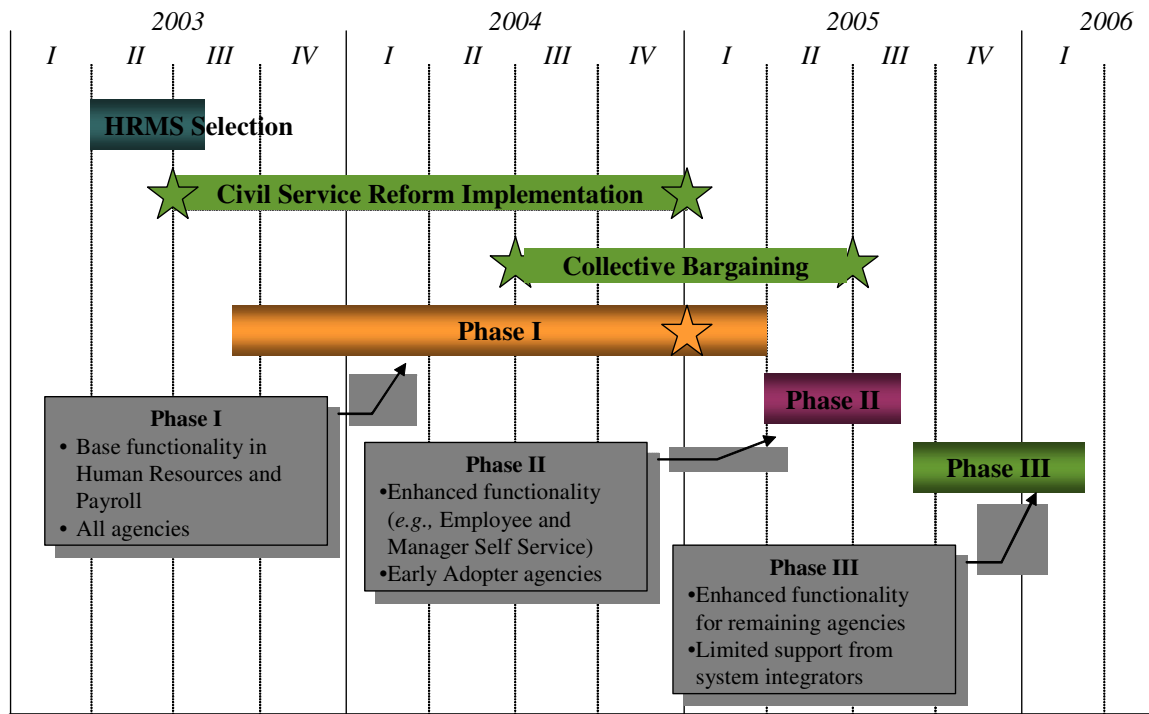
The State has selected Alternative 2 – Package Replacement to meet its CSR/CB requirements. Selection of a Human Resource Management System (HRMS) is expected to support most of the

currently defined CSR/CB requirements for the 2003-05 biennium, as well as the currently defined requirements for the 2005-07 biennium.

- 1.3.1** In April 2003, the State issued a Request for Proposal (RFP) to obtain a Human Resource Management System solution to support new Civil Service, Collective Bargaining, Competitive Contracting and Payroll requirements of the State. The solution will replace existing Department of Personnel systems and potentially other systems operated by State agencies. **Project Timeline**

The high-level project timeline and major phases are shown on the chart below. Bars shown with stars are concurrent related projects. Further information about project timelines is included in the project Feasibility Study at

<http://hr.dop.wa.gov/hr2005docs/>



The position DOP is seeking to fill with this RFQ/Q is a Senior Project Manager to assist the internal DOP staff in successfully selecting, planning and implementing the new Human Resource Management System (HRMS).

1.4 Expected Time Period for Contract

The period of any contract resulting from this RFQ/Q is tentatively scheduled to begin on or about July 1, 2003 and to continue through June 2004. The DOP reserves the right to extend the contract for two one-year periods.

2 Instructions to Vendors

2.1 DOP Contact

The RFQ/Q coordinator is the sole point of contact with DOP for this procurement. All communication between the Vendor and DOP upon receipt of this RFQ/Q shall be with the RFQ/Q coordinator, as follows:

Name	Michele Phillips
Address	4224 6 th Avenue, Bldg 1 P.O. Box 47580 Lacey, WA 98504-7580
Phone Number	360-664-6361
Fax Number	360-438-7580
Email Address	MicheleP@dop.wa.gov

Any other communication will be considered unofficial and non-binding on DOP. Vendors are to rely only on written statements issued by the RFQ/Q coordinator. Communication about this procurement directed to parties other than the RFQ/Q coordinator may result in disqualification of the Vendor, except as detailed in Section 4.8, "Vendor Protests Process".

2.2 RFQ/Q Questions

- An official DOP email response to Vendor questions will be provided for questions received up to the Questions Due deadline identified in Section 2.3, Schedule of Procurement Activities. Written responses to Vendor questions will be shared with all Vendors who have requested a copy of the RFQ/Q and will be sent on the date specified in Section 2.3, Schedule of Procurement Activities. The name/company of the Vendor submitting the question will not be identified. Verbal responses to questions will be considered unofficial. The DOP responses will become an official part of this RFQ/Q and the resulting Contract.

2.3 Schedule of Procurement Activities

All Vendors must adhere to the following schedule of activities. Vendors mailing proposals should allow for normal mail delivery time to ensure timely receipt of their proposals by the RFQ/Q coordinator listed in this RFQ/Q. In accordance with the provisions of RCW 1.12.070, late proposals will not be accepted, nor will time extensions be granted. DOP reserves the right to revise this schedule.

Issue RFQ/Q May 28, 2003

Vendor Questions due by May 29, 2003

Proposals Due June 4, 2003, 3:00PM (PST)

Evaluate Proposals June 5, 2003

Announce "Apparently Successful Vendor" and send

"Notification of Unsuccessful Vendor" letters..... June 5, 2003

Requests for debriefing due by June 9, 2003

Written Protests due..... June 16, 2003

File Contract with OFM June 17, 2003

DOP reserves the right to revise the schedule. In the event a revision is necessary, DOP will issue a RFQ/Q amendment.

2.4 Amendment to the RFQ/Q

In the event that it becomes necessary to revise any part of this RFQ/Q, addenda will be provided to all Vendors who have requested the RFQ/Q.

The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFQ/Q and any addenda issued to the RFQ/Q.

DOP reserves the right to revise the RFQ/Q and/or to issue amendments to the RFQ/Q. For this purpose, the published questions and answers from the pre-proposal conference and other pertinent information shall be provided as an addendum to the RFQ/Q.

DOP also reserves the right to cancel or to reissue the RFQ/Q in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFQ/Q, addenda will be provided in writing to all those who received the RFQ/Q.

2.5 Publicity

The Apparent Successful Vendor without obtaining prior written approval from DOP may release no informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this project.

2.6 Waivers

DOP reserves the right to waive specific terms and conditions contained in this RFQ/Q. Vendors shall understand that the proposal is predicated upon acceptance of all terms and conditions contained in this RFQ/Q unless the Vendor has obtained such a waiver, in writing, from DOP prior to submission of the proposal. Such a waiver, if granted, will be granted to all Vendors.

2.7 Definitions

- "DOP" - shall mean the Department of Personnel, an agency of the STATE OF WASHINGTON.
- "Contract" - shall mean a completed and Personal Services Contract (Exhibit A), all schedules and exhibits, and all amendments hereto.
- "Normal Business Days and Hours" - shall mean Monday through Friday, from 8:00 AM to 5:00 PM, Pacific Time, excluding State holidays.
- "Proposal, or Response" - The vendor submission of quotations and qualifications in response to this RFQ/Q.
- "Vendor" - shall mean the firm, provider, organization, individual, or other entity who is in the business of providing project management services, and has submitted a response to this RFQ/Q.
- "RFQ/Q" - shall mean the Request for Quotations and Qualifications used as a solicitation document in this procurement, as well as all amendments and modifications.
- "Statement of Work" The statement of work for the selected consultant will be incorporated as an attachment in the Personal Services contract.

2.8 Cost of RFQ/Q

- DOP will not reimburse Vendor costs associated with preparing or presenting any response to this RFQ/Q.

2.9 Response Property of the DOP

- All materials submitted in response to this RFQ/Q become the property of DOP. DOP has the right to use any of the ideas presented in any response to the RFQ/Q. Selection or rejection of a response does not affect this right.

2.10 Proprietary Information

- Any information contained in the response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. DOP will not accept responses where pricing is marked proprietary. If a request is made to view a Vendor's response, the State will comply according to the Open Public Records Act (RCW 42.17.250.348).

2.11 Waive Minor Administrative Irregularities

- DOP reserves the right to waive minor administrative irregularities contained in any Vendors response. Additionally, DOP reserves the right, at its sole option, to make corrections to the Vendor's responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted pricing or rates after the response submission deadline.

2.12 Errors in Response

- DOP is not liable for any errors in Vendor responses. Vendors will not be allowed to alter response documents after the deadline for response submission. Vendors are liable for all errors or omissions contained in their responses.

2.13 Right To Cancel

- DOP reserves the right to cancel or reissue this acquisition at any time without obligation or liability.

2.14 Contract Terms and Conditions Defined

- EXHIBIT A is a draft Contract for Personal Services. Under no circumstances is a Vendor to submit the Vendor's own standard contract terms and conditions as a response to this RFQ/Q. DOP requires that Vendors responding to the RFQ/Q must sign a contract substantially the one provided in Exhibit A.

2.15 Advance Payment Prohibited

- No advance payment shall be made for any Services furnished by Vendor pursuant to the contract resulting from this RFQ/Q.

2.16 Invoice and Payment

2.16.1 Invoice

The Vendor will submit properly itemized invoices and/or vouchers to DOP. Invoices shall provide and itemize, as applicable, per the associated Statement of Work for a particular project:

Contract number _____
Description of Services Performed
Purchaser's Field Order Number
Date of service delivery
Vendor's rate
Net invoice price per the associated Statement of Work
Applicable taxes

Other applicable charges
Total invoice price and
Payment terms including any available prompt payment discounts.

Such payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of such Equipment or Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later.

DOP will return Incorrect or incomplete invoices to the Vendor for correction and reissue.

2.16.2 Payment

If DOP fails to make timely payment, Vendor may invoice DOP one percent (1%) per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the Equipment or receipt of Vendor's properly prepared invoice, whichever is later.

2.17 Incorporation of RFQ/Q into Contract

- The RFQ/Q, in addition to the Vendor's response, will be incorporated into the resulting Contract (as applicable).

2.18 No Best and Final Offer

- DOP reserves the right to make an award without further discussion of the response submitted. There will be no "best and final offer" procedure. Therefore, the Vendor's response to this RFQ/Q should be initially submitted on the most favorable terms that Vendors can offer. The Vendor shall specifically stipulate in the cover letter that the response is predicated upon the acceptance of all the Terms and Conditions stated in the RFQ/Q. It is understood that the response will become a part of the official file.

2.19 No Costs Chargeable

- No costs chargeable to the proposed Contract may be incurred before receipt of a fully executed Contract.

2.20 No Obligation to Buy

DOP reserves the right to refrain from contracting with any and all Vendors. Neither the release of this RFQ/Q nor the consequent execution of contracts hereunder obligates the State to make any purchases.

3 Proposal Requirements

3.1 Submitting Proposals

Vendors are required to submit 1 original and 3 copies of their proposal. The proposal, whether mailed, hand delivered, or emailed must arrive no later than June 4, 2003, 3:00p.m., Pacific Standard Time.

The proposal is to be sent to the RFQ/Q coordinator designated in this RFQ/Q. The envelope should be clearly marked to the attention of the RFQ/Q coordinator.

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQ/Q coordinator. Vendors assume the risk for the method of delivery chosen. DOP assumes no responsibility for delays caused by any delivery service, notwithstanding the provisions of RCW 1.12.070. Late proposals will not be accepted and will be automatically disqualified from further consideration.

3.2 Vendor Proposal Requirements

Identifying Information including:

- Business name
- Address
- Principal place of business
- Telephone number
- Internet Address - World Wide Web home page address if available
- Business Location Address - Address from which vendor would operate
- Legal Status and Business Structure (sole proprietorship, corporation, partnership, etc.)
- Year company was established
- Taxpayer Identification Number(s)
- Federal Employer ID (FEIN) or Social Security number
- Washington Uniform Business Identification (UBI) number

3.2.1 Staff Resumes

Vendor must provide a current resume for any staff proposed to provide project management services. Resumes should fully describe experience required in Section 3.3, Functional Requirements.

3.2.2 Prior and Existing Contracts

List all major contracts with State agencies and/or private companies during the past two (2) years. Include contract number (if with state agency), term of contract, and the agency company contact person. It is in the best interest of the vendor to emphasize those contracts that directly relate to the type of work being sought in this RFQ/Q. If no such contract exists, the vendor is to state such.

3.2.3 Contract Performance

Indicate if the vendor has had a contract terminated for any reason in the last two (2) years. Termination is defined as notice to stop performance due to the Vendor's non-performance or poor performance. If no such contract exists, the vendor is to state as such. If the vendor has had a contract terminated in the last two (2) years, the vendor shall submit full details including the other party's name, address, and phone number.

3.2.4 Client Reference

Vendor must provide at least one (1), and up to three (3) client references that will attest to the vendor's delivery of services related to this RFQ/Q and include the following information:

Vendor/Consultant Name

Customer (Company Name)

Customer contact

Customer contact phone number

General description of services performed

Date services were performed

Failure to include at least one Reference will be considered non-compliance with this RFQ/Q process.

3.3 Functional Requirements

DOP is seeking a Senior Project Manager to assist internal staff as they select, plan and implement a new Human Resource Management System (HRMS) for the State of Washington. DOP will only review resumes of candidates who meet the following criteria:

- Senior Project Manager with 7+ years experience managing large, complex highly visible projects:
 - Previous “Big 5” project management experience.
 - Demonstrated experience communicating and interacting with Senior level management and earning their respect and confidence.
 - Strong communication and ability to facilitate across multiple and diverse project teams.
 - Demonstrated experience with a variety of delivery methodologies and industry best practices.
 - Deep understanding of the Project Management Institute PM Body of Knowledge (PMBOK).
 - Expert abilities using project productivity tools such as MS Project and MS Visio.
- Demonstrated experience leading large scale, complex systems integration projects with many stakeholders.
- Demonstrated ability to effectively navigate and collaborate with highly political and diverse team members and end user organizations.
- Demonstrated experience managing large-scale Vendor relationships ensuring the contract, timeline, and other deliverables are delivered on time and within budget.
- Experience implementing Tier 1 HR and payroll software packages (e.g., Lawson, Oracle, PeopleSoft, SAP).
- Demonstrated knowledge of HR and payroll business processes and organizations.
- Available to work in Olympia, Washington.

Firms responding to the DOP HRMS RFP are not eligible to submit a candidate for this position.

Firms responding may propose approaches to ensure accountability, responsibility and shared risk for delivering project milestones on time and within budget.

3.4 Cost

- Vendors submitting proposals must specify an hourly billing rate for any staff proposed. The Vendor may not increase prices during the initial term of this Contract. In the event the Contract term is extended, any price increases will require approval of both parties.

3.5 Signatures

The Certifications and Assurances form, Exhibit B, must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

3.6 Minority and Women Owned Business Enterprises Participation

DOP strongly encourages participation of minority and women businesses. Vendors who are OMWBE certified or are using subcontractors who are OMWBE certified are encouraged to

identify the participating firm(s) in their proposal as specified in Section 3.2, Vendor Proposal Requirements.

4 Evaluations and Award

4.1 Proposal Evaluation Procedure

- 4.2 The evaluation of proposals shall be accomplished by an evaluation team, to be designated by DOP, which will determine the proposal most responsive to the requirements stated in this RFQ/Q. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFQ/Q and any addenda issued. Vendor responses must include both functional and cost proposals.
- Proposal Scoring**

4.2.1 Functional Requirements Section Scoring

The score for the section of the RFQ/Q will be allocated as follows:

- 4.2.2 A score of 75 (75% of the total score) will be allocated to those Vendors who the evaluation team determines meet the requirements for project management as outlined in Section 3.2, Vendor Proposal Requirements.
- Cost Section Scoring**

A score of 25 (25% of the total score) will be allocated for the costs for Vendor services, as expressed by the proposed hourly rates. The Vendor with the lowest Average Hourly Rate will receive the maximum points/score allocated. Each of the other Vendor's Average Hourly Rates will receive a score according to the following formula:

$$\frac{\text{Lowest Proposed Average Hourly Rates}}{\text{Vendor's Proposed Average Hourly Rate}} \times \text{Cost Section score (25 points)}$$

4.3 Oral Interviews May Be Required

DOP, at its sole discretion, may select the top scoring finalists for an oral interview and final determination of contract award. Commitments made by the Vendor at the oral interview, if any, will be considered binding. The score from the oral interview, if any, will be factored into the determination of the Apparently Successful Vendor.

4.4 Proposal Rejections

DOP will solely make determination of clarity and completeness in the responses to any of the provisions in this RFQ/Q. DOP reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFQ/Q.

The Vendor is specifically notified that failure to comply with any part of this RFQ/Q may result in rejection of the proposal as non-responsive.

DOP reserves the right, at its sole discretion, to reject any and all proposals received without penalty, or not to issue a contract as a result of this RFQ/Q. DOP also reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

4.5 Contract Award

This RFQ/Q does not obligate the state of Washington or DOP to contract for service(s) specified herein.

DOP reserves the right to award the contract not necessarily to the Vendor of the least cost, but rather to the Vendor with the best combination of attributes based on the evaluation criteria.

The Director of DOP or his/her delegate in writing are the only individuals who may legally commit DOP to the expenditures of funds for a contract resulting from this RFQ/Q. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

The Vendor should be prepared to accept a contract substantially similar to the State's approved Model Contract for IT Personal Services (Exhibit A).

4.6 Apparently Successful Vendor Notification

All Vendors will be notified via mail, FAX, or e-mail of the Apparently Successful Vendor (s).

4.7 Debriefing Conferences

Vendor who submitted a proposal, which was not selected, will be given the opportunity for a debriefing conference, which may be conducted by telephone. The request for a debriefing conference must be received by the RFQ/Q coordinator within 2 business days after notification of the Apparently Successful Vendor. The debriefing must be held within 5 business days of the request.

Discussion will be limited to a critique of the requesting Vendor's proposal. Comparisons between proposals or evaluations of other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.8 Vendor Protest Process

This procedure is available to Vendors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Vendor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Vendors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Vendors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or DOP policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as

- An evaluator's professional judgment on the quality of a proposal
- DOP'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the DOP. The DOP director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Vendor which submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DOP's action; or
- Find only technical or harmless errors in the DOP's acquisition process and determine the DOP to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the DOP options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the DOP determines that the protest is without merit, the DOP will enter into a contract with the apparently successful Vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

4.9 Stay of Contract Execution During Protests

In the event of a timely protest, DOP may not proceed further with the procurement until the protest is decided.

EXHIBIT A – PERSONAL SERVICES CONTRACT

S A M P L E

CONTRACT NO._____

CONTRACT FOR PERSONAL SERVICES
BETWEEN
STATE OF WASHINGTON

AND

This Contract is made and entered into by and between the State of Washington, _____, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

Contractor Name _____
Address _____
City, State & Zip Code _____
Phone _____
E-mail Address _____

Washington State UBI No. _____
Federal ID No. _____

PURPOSE

The purpose of this contract is to

SCOPE OF WORK

- A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

As included in the CONTRACTOR'S Proposal dated _____ attached as Exhibit 3, and the AGENCY'S Request for Proposals attached as Exhibit 2.

- B. Exhibit 1 contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____ or date of execution, whichever is later, through _____.

OFM FILING REQUIREMENT (NOTE: Use as applicable)

10-Day Filing

Under the provisions of Chapter 39.29 RCW, this personal service contract [*or amendment*] is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

COMPENSATION AND PAYMENT

AGENCY shall pay an amount not to exceed the established hourly rate of _____/hour (\$_____) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

BILLING PROCEDURES

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CONTRACTOR is:	Contract Manager for AGENCY is:
<u>Contractor Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: () Fax: () E-mail address:	<u>Agency Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: () Fax: () E-mail address:

INSURANCE

The CONTRACTOR shall provide insurance coverage as set forth in the RFQ/Q #HRIS-03-02. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit 1 – General Terms and Conditions
- Exhibit 2 – RFQ/Q No. HRIS-03-02
- Exhibit 3 – Vendor Response
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of ____ pages and ____ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

[AGENCY NAME]

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM

Assistant Attorney General

Date

EXHIBIT 1

GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "Agency" shall mean the _____, of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Director, _____, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- C. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides

comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

ATTORNEYS' FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency

shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

1. The request for a dispute hearing must:

- be in writing;
- state the disputed issue(s);
- state the relative positions of the parties;
- state the Contractor's name, address, and contract number; and
- be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.

3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.

4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY -

Personal information including, but not limited to, "Protected Health Information" collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the department for any damages related to the contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract. The Contractor shall make available information necessary for Agency to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to Agency and the U.S. Secretary of the Department of Health & Human Services, upon request.

SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY - While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the

contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the

Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS -

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.

- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.

EXHIBIT B – CERTIFICATIONS AND ASSURANCES

DEPARTMENT OF PERSONNEL REQUEST FOR QUOTATIONS AND QUALIFICATIONS

We make the following certifications and assurances as a required element of the Response to which it is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the REQUEST FOR QUOTATIONS AND QUALIFICATIONS (RFQ/Q) are conditions precedent to the award or continuation of the related contract(s).

The prices and/or cost and/or service charges data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition.

In preparing this Response, we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to the State's RFQ/Q, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family has any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that any contract awarded as a result of this Response will incorporate all the RFQ/Q requirements. Submission of a response and execution of this Certifications and Assurances document certify Vendor's willingness to comply with the contract terms and conditions appearing in EXHIBIT A and EXHIBIT B of the RFQ/Q, if selected as a contractor. It is further understood that a Vendor submitted contract will not be considered as a replacement for the terms and conditions appearing in EXHIBIT A of the State's RFQ/Q.

Vendor Signature

Title

Date

EXHIBIT C -- RFQ/Q Response Checklist

This checklist is provided as a convenience for your RFQ/Q response preparation. In order to be considered responsive, vendors must submit all of the following items. If an item is missing from the submitted proposal, the vendor will automatically be disqualified from this RFQ/Q process.

_____ Proposal was submitted to the appropriate location, on time, per the schedule of the RFQ/Q and one original and (3) copies of all documents were submitted.

_____ Vendor has submitted Functional Proposal

_____ Vendor has submitted Cost Proposal

_____ The Certifications and Assurances (Exhibit B) have been signed by an individual authorized to legally bind your company and the *original* signature copy has been submitted.

_____ Vendor has acknowledged that they will sign the appropriate contracts (EXHIBITS A AND B) if they are selected as a Vendor.

_____ Vendor Name appears at the top of each page of their response.

If you have any questions concerning these requirements, please contact the RFQ/Q Coordinator.